

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Kimberly Ann Glaser aka Kimberly A. Glaser aka Kimberly Glaser aka Kimberly A. Lamanna aka Kimberly Ann Montello <u>Debtor</u>	CHAPTER 13
Wells Fargo Bank, N. A. as Trustee for the Carrington Mortgage Loan Trust, Series 2007-FRE1, Asset- Backed Pass-Through Certificates <u>Movant</u>	NO. 19-11998 MDC
vs.	11 U.S.C. Section 362
Kimberly Ann Glaser aka Kimberly A. Glaser aka Kimberly Glaser aka Kimberly A. Lamanna aka Kimberly Ann Montello <u>Debtor</u>	
William C. Miller Esq. <u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

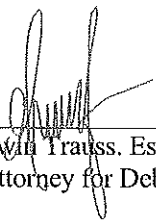
1. Debtor is current on post-petition loan payments through September 2019.
2. Debtor(s) shall maintain post-petition contractual monthly loan payments due to Movant going forward, beginning with the payment due October 1, 2019 in the amount of \$507.56.
3. In the event Movant believes that the payments under Section 2 above are not being made, the Movant may relist via Praecipe the instant Motion for Relief hearing without the need to file a new motion.
4. Notwithstanding paragraphs two (2) and three (3) above, nothing in this Stipulation prevents Debtor from raising any and all defenses to the motion for relief that would have been available to Debtor had this stipulation not been entered into.

5. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

Date: _____

By: _____
Rebecca A. Solarz, Esquire

Date: 10/10/2019



Irwin Trauss, Esquire
Attorney for Debtor

NO OBJECTION

Date: 10/11/19



William C. Miller, Esquire
~~Attorney for Debtor~~

Approved by the Court this _____ day of _____, 2019. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Magdeline D. Coleman